

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

SHIRLEY CAROLINE McINTOSH,
Individually and as Guardian and
Representative of M.M., D.M.,
T.M., and J.M., minors,

Plaintiffs,

v.

CUB CRAFTERS, INC.,

Defendant.

CASE NO. CV-13-3004-EFS

PROTECTIVE ORDER

On September 17, 2013, the parties filed a Stipulated Motion for Protective Order, ECF No. 17. Having reviewed the proposed protective order, the Court grants the stipulated motion.

Accordingly, **IT IS HEREBY ORDERED:**

1. The parties' Stipulated Motion for Protective Order, **ECF No. 17**, is **GRANTED**.

2. The Court enters a Protective Order as follows:

1. All information, designated by the producing party as "Confidential" or "Proprietary", which is disclosed, furnished, or submitted, either voluntarily or pursuant to a court order, by or on behalf of THE PARTIES in this litigation, shall be used solely in

1 connection with pre-trial proceedings, preparation
2 for trial, trial, or other proceedings in this
3 litigation. Proprietary documents do not include
4 documents: (1) submitted to the FAA that are
5 releasable to the public, (2) posted on the Cub
6 Crafters, Inc. website, (3) publicly available
7 manuals, POH's, parts lists, or maintenance
8 documents, (4) documents required to be kept by
9 statute or regulation for the public, or (5) FAA and
10 NTSB accident investigations. Additionally, any
11 party who feels another party has inappropriately
12 designated documents may, after conferring with the
13 other party, make a motion challenging the
14 classification of documents as confidential,
15 proprietary, or otherwise privileged and apply to the
16 Court for appropriate relief from this Protective
17 Order.

18 2. Disclosure of information that is designated as
19 "Confidential" or "Proprietary" (including extracts
20 and summaries derived from them) shall be restricted
21 to:

22 a. the attorneys in the law firms appearing in this
23 action for THE PARTIES, and personnel who are
24 directly employed by those firms and are assisting
25 the attorneys working on the litigation;
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1 b. those officers, directors, employees, agents, and
2 attorneys of THE PARTIES whose assistance is
3 required in the preparation of this litigation for
4 trial and who must have access to the information
5 to render this assistance;

6 c. experts or consultants retained in connection with
7 the litigation;

8 d. the Court and court personnel, including
9 stenographic reporters engaged in such proceedings
10 as are necessarily incident to the preparation or
11 trial of this litigation; and

12 e. such other persons as all THE PARTIES shall
13 mutually agree to in writing, or the Court shall
14 determine.

15 3. Each person described in subparagraphs (b), (c), or
16 (e) of the preceding paragraph to whom "Confidential"
17 or "Proprietary" information is to be furnished,
18 shown, or disclosed shall first be presented by the
19 disclosing party or the disclosing party's counsel of
20 record with a copy of the Stipulation and the Court's
21 Protective Order. All such persons shall be bound by
22 the terms of the Protective Order, and shall not
23 permit disclosure of the documents or the information
24 contained therein other than pursuant to the terms of
25 the order.
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- 1 4. THE PARTIES shall seek to have any other parties
2 later appearing in this litigation agree to be bound
3 by the terms of Stipulation and Protective Order.
4 Those other parties shall become bound by the terms
5 of this order by signing a Joinder Agreement
6 substantially in the form of that attached to this
7 order as Exhibit "A". Upon signing that Joinder
8 Agreement, a party shall be bound by the terms of
9 this order to the same extent as are THE PARTIES. No
10 Confidential or Proprietary information produced by
11 any of THE PARTIES in this litigation shall be
12 produced to any other party subsequently appearing in
13 this litigation unless that party agrees to be bound
14 by the terms of the Stipulation and Protective Order.
- 15 5. Upon termination of this action (whether by judgment,
16 settlement, or otherwise), each of THE PARTIES that
17 has received any Confidential or Proprietary
18 materials shall assemble and return to each of THE
19 PARTIES that produced the Confidential or Proprietary
20 materials, all such Confidential or Proprietary
21 materials, including all copies thereof (but not
22 including copies containing notes or other attorneys'
23 work product that may have been placed thereon by
24 counsel for any of THE PARTIES. All copies
25 containing notes or other attorneys' work product
26 shall be destroyed within thirty (30) days of the

1 final resolution of this action, at which time each
2 counsel of record shall confirm in writing to all
3 other counsel of record that such destruction has
4 occurred.

5 6. Nothing in this Order shall be deemed to restrict in
6 any way any party or its attorneys with respect to
7 that party's own Confidential or Proprietary
8 information.

9 7. Upon settlement or final judgment, all copies of
10 Confidential or Proprietary documents introduced into
11 evidence in the subject action may be withdrawn from
12 evidence and returned to the party that initially
13 produced the documents.

14 8. THE PARTIES may apply to the Court for approval of
15 this Stipulation and entry of its terms as a
16 Protective Order of the Court and enforcement of the
17 same. The parties may also subsequently apply to the
18 Court for a modification of its order, and nothing in
19 the order shall be deemed to prejudice their rights
20 to seek modification.

21 9. THE PARTIES each agree that this Stipulation may be
22 executed in one or more counterparts, each of which
23 shall be considered an original, but all of which
24 together shall constitute one and the same
25 instrument. A facsimile or electronic copy of this
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1 Stipulation or of any counterpart shall be deemed to
2 constitute an original.

3 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this
4 Order and provide copies to all counsel.

5 **DATED** this 19th day of September 2013.

6
7 s/ Edward F. Shea
8 EDWARD F. SHEA
9 Senior United States District Judge
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EXHIBIT "A"
JOINDER AGREEMENT

_____, by his/her/its counsel, hereby joins in and agrees to be bound by the terms of the Protective Order governing Confidential and Proprietary information that is, has been, or may be, disclosed in Case No. 2:13-cv-03004-EFS, pending in the UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON, styled SHIRLEY CAROLINE McINTOSH Individually and as Guardian and Representative of M.M., D.M., T.M., and J.M., minors, Plaintiffs, v. CUB CRAFTERS, INC., Defendant.

DATED: _____, 2013

Attorney for _____